

MEMORANDUM OF AGREEMENT
BETWEEN
U.S. ENVIRONMENTAL PROTECTION (EPA)
AND
DEPARTMENT OF DEFENSE OFFICE OF INSPECTOR GENERAL (DOD OIG)

1. Purpose

The purpose of this Memorandum of Agreement (MOA) between the Department of Defense Office of Inspector General (DoD OIG) and the U.S. Environmental Protection Agency (EPA) collectively the “Parties”, is to outline the terms for DoD OIG use of the Freedom of Information Act Online (FOIAonline) tool and identify associated EPA and DoD OIG responsibilities. FOIAonline, a subsystem of the Federal Docket Management System (FDMS), fulfills the tracking and reporting requirements under the Freedom of Information Act (5 U.S.C. § 552, as Amended by Public Law No.104-231, 110 Stat. 3048).

2. Background

FOIAonline was developed through a voluntary partnership of Federal agencies to create a comprehensive, centralized electronic case management solution to help agencies implement the FOIA. Within FOIAonline, officials assign, track, and monitor tasks; calculate fees; generate reports; and store FOIA requests and responsive documents (both denied and released). These functions streamline and help automate business processes associated with DoD OIG’s FOIA responsibilities. FOIAonline operates as a cost effective, shared service that captures and automates the tracking and reporting requirements associated with FOIA processing. This MOA is a renewal for DoD OIG’s FOIAonline system usage and support for FY20.

3. Scope

This MOA establishes EPA and DoD OIG responsibilities regarding support of the EPA Program Management Office (PMO) for FOIAonline. Key stakeholders of this MOA include: EPA’s Office of Enterprise Information Programs (OEIP) and DoD OIG.

4. Authorities

This agreement is authorized in accordance with the authority provided under:

- Clinger Cohen 40 U.S.C 11318
- The Economy Act (31 U.S.C. §1535, 1536)
- The Freedom of Information Act (5 U.S.C. § 552, as amended by P.L. 104-231, 110 Stat. 3048)
- Memorandum for the Heads of Executive Departments and Agencies: Open Government Directive, M10-06 (December 8, 2009)

5. Roles and Responsibilities

This section outlines EPA's responsibilities in providing the agreed upon services to the DoD OIG and addresses DoD OIG responsibilities as a FOIAonline Partner.

a. The EPA will:

General Activities:

- (1) Ensure FOIAonline availability to the public and federal agencies meets or exceeds 99.5%.
Availability equals the hours FOIAonline is accessible to public and federal entities divided by the total hours in the measurement period less scheduled maintenance and hours when the system is not available due to deployment of version releases and routine maintenance. Note: the total hours in the measurement period are equal to seven days at 24 hours per day for each week in the period. For purposes of this MOA, this measurement period is one year or 8,760 hours for non-leap years and 8,784 hours for leap years.
- (2) Maintain the FOIAonline security plan (including a Privacy Impact Assessment) and certification as a subsystem of the FDMS.
- (3) Lead an inter-agency governance board (i.e., Advisory Board) made up of FOIAonline Partner agencies. Establish work groups to address projects and tasks to improve the FOIAonline program (See: *Charter for FOIAonline Partnership Program* (November 28, 2015)).
- (4) Collaborate with other federal agencies to enhance the FOIAonline Program.
- (5) Negotiate system implementations with other federal entities that request to use FOIAonline and join the FOIAonline partnership.
- (6) Manage the development, maintenance, and operation of FOIAonline.
- (7) Ensure that partner agencies have an opportunity to review project management documentation.
- (8) Execute and coordinate an Interagency Agreement (IA) for DoD OIG's transfer of funds prior to start of work.
- (9) Develop a budget that supports system operations and on-going enhancements and investments to provision and sustain the architecture and services necessary to provide optimal services while providing high value service to FOIAonline Partners.
- (10) Provide programmatic and technical assistance as required.
- (11) Convene meetings of an inter-agency Executive Committee on an as-needed basis, and not less than one (1) time per year.

DoD OIG will:

- (1) Transfer total funding of \$48,978 for FY20 FOIAonline system usage. Funding transfers to the EPA will be in accordance with Section 12 of this MOA.
- (2) Identify the DoD OIG Chief FOIA Officer or designee to coordinate activities and serve as the main point of contact to participate in the FOIAonline governance bodies and address issues that arise.
- (3) Identify a qualified staff person(s) to work with the EPA PMO staff to coordinate DoD OIG staff's use of FOIAonline.
- (4) Include a link from the appropriate DoD OIG Internet page to direct public users to FOIAonline to submit requests and appeals electronically to DoD OIG or to gain access to previously released requests or records.
- (5) Participate in the decision-making process to develop additional FOIAonline functionality that meets established government-wide criteria and use that functionality when available.
- (6) Ensure DoD OIG FOIAonline system users receive security training on the management and protection of sensitive and potentially sensitive information noting that their responsibilities include properly managing information within FOIAonline.
- (7) In the event of an accidental publication of sensitive information, DoD OIG staff will take immediate steps to remove the data from public access through existing system functionality and notify EPA's PMO.

6. Duration of Agreement

This MOA is valid from October 1, 2019 through September 30, 2020.

7. Personnel:

Each Party is responsible for supervision and management of its personnel. EPA is responsible for the proper supervision and management of EPA employees dedicated to support FOIAonline. Pay and benefits for EPA employees dedicated to support FOIAonline are part of FOIAonline operational costs and included as an annual program expense and funded collectively by partner contributions. EPA, as the managing partner, is responsible for the proper supervision and management of contracted employees through the proper execution of its contract management duties and responsibilities. Cost for contracted employees supporting FOIAonline including pay and benefits are included as a program expense funded by partner contributions. EPA is also a

FOIAonline user and like DOD OIG, provides contributions following the same allocation model approved annually by the FOIAonline Advisory Board.

8. Security

- A. All users must take steps to protect all transferred and stored data in accordance with the Privacy Act (5 U.S.C. § 552a), the Trade Secrets Act (18 U.S.C. § 1905), and the Unauthorized Access Act (18 U.S.C. §§ 2701 and 2710).
- B. EPA will comply with the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); the Office of Management and Budget (OMB) circulars and memoranda, such as Circular A-130, Managing Information as a Strategic Resource (July 28, 2016), and Memorandum M-06-16, Protection of Sensitive Agency Information (June 23, 2006); National Institute of Standards and Technology (NIST) publications; and the Federal Acquisition Regulations. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. EPA recognizes and will implement the applicable laws, regulations, NIST publications, and OMB directives including those published after the effective date of this agreement.
- C. EPA is responsible for oversight and compliance of its contractors and agents. FISMA requirements apply to all Federal contractors, organizations, or entities that possess or use Federal information, or that operate, use, or have access to Federal information systems on behalf of an agency.
- D. EPA and DoD OIG staff and contractors must comply with the Rules of Behavior to which all staff who access FOIAonline are subject. The Rules of Behavior are contained in the Federal Docket Management System/FOIAonline System Security Package (SSP). The Rules of Behavior document include:
 - Protect data in accordance with the Privacy Act of 1974.
 - Protect data in accordance with the FISMA.
 - Protect sensitive information from disclosure to unauthorized individuals or groups.
 - Acquire and use sensitive information only in accordance with the performance of assigned official government duties.
 - Dispose of sensitive information contained in hardcopy or softcopy, as appropriate.
 - Provide that sensitive information is accurate and relevant for the purpose for which it is collected, provided, and used.
 - Protect one's assigned access codes from disclosure.

- Report security incidents and vulnerabilities to the appropriate agency organization.
- Comply with the provisions of copyrighted software by not infringing upon or compromising (copy, distribute, hack, etc.) software of this system.
- Use government equipment in accordance with the individual site/agency policies and procedures.
- Comply with Computer Security Incident Response Capability (CSIRC) escalation and response.

E. DoD OIG will ensure DoD OIG FOIAonline system users receive security training on the management and protection of sensitive and potentially sensitive information noting that their responsibilities include properly managing information within FOIAonline.

In the event of a system security incident, such as a successful system intrusion resulting in a data breach, EPA will follow reporting guidelines issued by OMB M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information and as reflected in EPA's *Procedure for Responding to Breaches of Personally Identifiable Information* (EPA Classification Number: CIO 2151-P-02.2)

9. Dispute Resolution Mechanism

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume 1. Part 2. Chapter 4700. Appendix 10.

REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

10. Right of Termination

This agreement may be terminated upon mutual agreement of the parties. The two parties shall agree on the effective date of termination and in case of a partial termination, the portion to be terminated.

11. Points of Contact

DoD OIG and EPA will assign the following key points of contact (POC) with the FOIA Program. The senior manager is an official representative and is authorized to act on the DOD OIG' behalf.

DoD OIG Representative

Name: Barbara Gonzalez
Title: Division Chief
Telephone: 703-604-8758
Email: barbara.gonzalez@dodig.mil

DoD OIG Alternate

Name: Mark Dorgan
Title: Director
Telephone: 703-604-9873
Email: mark.dorgan@dodig.mil

EPA Representative

Name: Jeffrey Wells
Title: Director, Office of Enterprise Information Programs
Telephone: (202) 566-1706
Email: Wells.Jeffrey@epa.gov

EPA's Project Officer

Name: Tim Crawford
Telephone: 202/566-1574
Email: crawford.tim@epa.gov

The budget/financial contacts for this agreement are:

DOD OIG

Name: Donald Henney
Telephone: 703-604-9855
Email: donald.henney@dodig.mil

EPA

Name: Holly Douglas
Telephone: 202-564-8434
Email: Douglas.Holly@epa.gov

12. Financial Details

Each partner is responsible for providing funding. Nothing in this agreement is intended to be a direct transfer of funds from DoD OIG to EPA. All transfers are to be activated through the Interagency Payment and Collection System (IPAC).

a. FUNDS TRANSFER: The DOD OIG will transfer funds to EPA in accordance with the following table:

Contributing/Sending DoD OIG:	Department of Defense Office of Inspector General
Address:	4800 Mark Center Dr. Alexandria, VA 22350-1500
Treasury Account Symbol:	09720200107
DoD OIG Location Code:	09700808
DUNS Number:	879319937
Type of Fund:	<input checked="" type="checkbox"/> One-Year <input type="checkbox"/> Two-Year <input type="checkbox"/> No Year
Total Dollar Amount:	\$48,978
Obligating Document Number: (Please attach a copy of the obligating document and/or fully executed funding document. The fully executed funding document should include bill-to address, funding period, statutory authority, accounting line, and other information for intragovernmental transactions as required by Treasury Bulletin 2007-03. If the fully executed funding document is not available, then provide appropriation information, including the length of the obligation authority).	DOC# HF1026010689
Receiving Agency:	U.S. Environmental Protection
Address:	1200 Pennsylvania Avenue NW Washington DC 20460
Treasury Account Symbol:	6819/200108
Location Code:	68010727
Taxpayer Identification Number:	52-08-52695
DUNS Number:	029128894

b. AVAILABILITY OF FUNDS:

Each partner shall sign and return MOAs to the FOIAonline Program within one month of the period of performance start date. This MOA does not authorize or obligate the Parties to expend, exchange or reimburse funds, services, supplies, or transfer or receive anything of value, except under an IAA that complies with all applicable laws. No provision of this MOA shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Title 31, U.S. Code, Section 1341, or other applicable laws.

If DoD OIG is under a temporary CR, it shall contribute the full amount of its 2020 fee, or an amount equal to the amount apportioned by the Office of Management and Budget for the period

that the CR is in effect to keep the Initiative operational until the appropriations bill is signed. Upon receiving their annual appropriation, each partner shall provide any remaining amounts within 60 days.

c. ECONOMY ACT DETERMINATION AND FINDINGS: If the MOA is being entered under 31 U.S.C § 1535, as amended (the Economy Act), both parties agree that the requirements listed in paragraph (a) of the Economy Act have been met.

13. Commencement/Amendment/Termination

This MOA will be expressly incorporated by reference into an IA (EPA's funding document). This MOA shall remain in effect for one year from the date of signing, with a new IA to be signed annually to renew the agreement and provisioning of services. Amendments to the MOA will be affected by the mutual consent of the parties in writing and will be incorporated by reference into the IA.

14. Approvals

The following officials are authorized to bind their respective Department to this agreement:

EPA

Jeffrey Wells, Acting Director
Office of Enterprise Information Programs
Office of Management Services
U.S. EPA
Date: _____

Tony Fournier, Branch Chief
Fellowship, IA & SEE's Branch
U.S. EPA
Date: 11/13/19

Michele Barnes

DoD OIG

for Mr. Steven Stebbins, Chief of Staff
Department of Defense
Office of Inspector General

Date: 10/18/19

Daniel R. Davis DCOS